

NASA Langley

Office of Chief Counsel

Newsletter



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These complex times place shifting demands on NASA, the Center, and our employees. We can probably all agree that as NASA employees, we must have a high degree of flexibility to change course when necessary to complete important work we are doing and, at the same time, take on new challenges. In the personnel area, we in OCC have exercised our own form of flexibility.

I am proud to say that in March, Tom McMurry was competitively selected to serve a one-year detail at NASA Headquarters as the Executive Assistant to the NASA Executive Council. With Tom's departure, Pete Polen has rotated into the Deputy Chief Counsel position; and, with Tom's departure, Mike Mark, our Business Law Team (BLT) Lead, has stepped in to serve as counsel to the Advanced Composites Initiative (ACI) team. I am also pleased to introduce our newest attorney and paralegal. Dacia Bruns has joined the BLT after five years with the Navy Office of General Counsel, Naples, Italy, where she served as Assistant Counsel for Commander, Navy Region Europe, Africa, and Southwest Asia. Additionally, after many years working in the private sector in patent and trademark prosecution, IP litigation, and copyrights, Leila Garcia has joined our Intellectual Property Law Team as a paralegal. Please join me in welcoming both Dacia and Leila.

As LaRC embarks on engaging in new work, such as the Asteroid mission and ACI, and continues to deliver on current commitments, we in OCC will continue to support such efforts. OCC is poised to help LaRC achieve success in all the important programs and projects in which we engage, whether on going or new. In that spirit, we hope you find the articles and information in this Newsletter both informative and helpful, as you deliver on your commitments and perhaps engage in new work.

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Business Law News

SEQUESTERS, DEBT CEILINGS AND CONTINUING RESOLUTIONS THE CHALLENGES AHEAD

You probably have heard a lot about the various budget crises facing our Government. The media have bandied about a number of terms and timelines, not all of which seem to be fathomable. This article will try to make some sense out of what we have been hearing.

First, some background. The Government has been running unusually large deficits (in excess of \$1 trillion per fiscal year) for a number of years now. Congress has become increasingly concerned about these deficits and the huge increases in the national debt (which now exceeds \$16.4 trillion). In 2011, an agreement was reached that was memorialized in the Budget Control Act of 2011, P.L. 112-25. That law, in exchange for increasing the ceiling for the national debt, mandated creation of a committee to identify cuts to Federal spending over the next 10 years totaling at least \$1.5 trillion. If the committee could not identify such cuts, automatic across the board cuts in the amount of \$1.2 trillion were mandated, to be divided equally between the Defense budget and the budgets of the civilian agencies, with some exceptions. This mandated cut is referred to as the sequester. Originally, it was to be implemented effective 2 January 2013. However, Congress agreed to delay the sequester until 1 March 2013 when it passed the American Taxpayer Relief Act, P.L. 112-240. Because no further agreements were reached to avoid a sequester, it became effective on 1 March.

As noted above, the national debt ceiling is the second item in play. Some in Congress want to tie an increase in the debt ceiling to further cuts in the budget; others oppose such a linkage. As part of the Budget Control Act, the debt ceiling was increased to approximately \$16.4 trillion. The Government reached that amount and used extraordinary measures (e.g., borrowing from the TSP's G fund) to permit continued borrowing until Congress could increase the ceiling. Congress did so in late January by permitting borrowing to continue until 19 May 2013 without actually increasing the amount of the ceiling. It also tied withholding of Congressional salaries to passage of a budget resolution by 15 April 2013, a deadline that the Congress met.

The third matter relates to the FY 2013 budget. The fiscal year began on 1 October 2012. Congress failed to pass a budget by that date, so instead it passed a Continuing Resolution funding the Government until 27 March 2013 at the same levels as it did for FY 2012. The Continuing Resolution provided the Government with funds to conduct its activities. It was superseded by an appropriation for NASA that was signed into law on 26 March 2013.

How do these three items interact with each other? First, failure to pass a new debt ceiling will not shut the Government down, nor has implementation of the sequester. Rather, if the Government can no longer borrow funds, it will be forced to conduct its activities from current receipts, which amount to about two-thirds of the budget. In that situation, each agency will have to set a prioritized list of activities for which it will pay, and forgo activities for which it can no longer make payment. Similarly, as the sequester is implemented, NASA's budget has been reduced, and the Agency must determine which activities it will no longer fund or fund at reduced levels.

Only if no budget had been enacted, or another Continuing Resolution was not passed in time, the Government would shut down. In that situation, all activities not essential to protect life or property would cease. Shutdowns, while unusual, are not unheard of. In 1995 and early 1996, the Government was shut down for several weeks when Congress refused to pass a continuing resolution. A number of short-duration shut downs also occurred in the 1970s and 1980s. This is the only scenario in which a shutdown would take place. In the other two situations, activities could continue, albeit at reduced levels. The Government is not facing this scenario because Congress has passed an appropriations bill to fund all agencies through FY 2013.

The purpose of this discussion is not to alarm you; rather, it is to inform you of the implications of the various "fiscal cliffs" being discussed in the media. Remaining aware of the events transpiring in the nation's Capitol will help you in understanding what is happening and why.

RATIFICATIONS OF UNAUTHORIZED COMMITMENTS

Have you obligated U.S. Government funds without appropriate authority? Even the most patriotic of civil servants have committed this impropriety. An unauthorized commitment (UAC) occurs when a U.S. Government employee, other than a warranted contracting officer, leads a private supplier to conclude an order has been placed for services or supplies and the supplier performs the services and/ or delivers the supplies. A UAC may also occur when a properly executed contract obligation is exceeded. Parties responsible for UACs may not be intending to obligate Government funds. Therefore, it is important to understand the issue and how UACs can be avoided.

The definition of a UAC is clarified in section 1.602-3 of the Federal Acquisition Regulation (FAR), as "an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government." The same section defines "ratification" as "the act of approving an unauthorized commitment by an official who has the authority to do so."

Consider these examples:

- A mechanical failure rendered a NASA facility inoperable. The responsible facility manager requested a repair estimate from the supplier of the faulty equipment and initiated a purchase order request. The supplier's technician repaired the faulty part while on-site to prepare the estimate, prior to the issuance of a purchase order.
- After fueling his aircraft, a NASA pilot learned the fuel supplier would not accept a Government Purchase Card as payment for the fuel.
- A guest lecturer was invited to speak at a NASA event in exchange for travel expenses and an honorarium. However, the agreement was not processed through the Office of Procurement (OP) due to an administrative change in office functions.

Can these UACs be ratified? Will the responsible party be disciplined? As is often the case, it depends. For ratification to take place, FAR 1.602-3(c) requires a number of elements be met. First, the goods or services received must have been provided and accepted by the Government. Second, the proposed ratifying official (the contracting officer) must have the authority to enter into the contractual commitment. Third, the resulting contract must have been otherwise proper if made by a warranted contracting officer. Fourth, the contracting officer must determine that the price is fair and reasonable. Fifth, funds must have been available continuously from the time of the UAC.

As evidence that the FAR 1.602-3(c) elements can be met, the responsible party must begin the formidable process of assembling a ratification package in accordance with section 1801.602-3 of the NASA FAR Supplement (NFS). This involves preparing statements, summaries of facts, relevant documents and seeking recommendations and approvals. The ratification package must include a statement describing measures taken to prevent the recurrence of the UAC. Further, the NFS sets forth procedures in which ratification "may" be exercised. Please note the use of the permissive word "may." Even if all FAR-required elements listed above are met and all NFS procedural steps are followed, ratification of a UAC is discretionary.

Locally, there have been instances when ratifications of UACs were refused. In addition to being held personally liable for all or a portion of the costs incurred in obtaining the commercial item or service, according to NFS 1801.602-3 (b), "Individuals making unauthorized commitments may be subject to disciplinary action..." The severity of discipline imposed is based on a number of factors including whether the responsible party acted in an egregious manner and whether the party is a repeat offender.

Many UACs can be avoided with careful planning and coordination with OP. Following these recommendations may limit UACs:

- Unless you are a warranted contracting officer or properly trained Government Purchase Cardholder acting within your limitations, do not make written or verbal commitments to obligate Government funds or lead a private vendor to believe you have authority to purchase; do not make any changes to the scope of an existing contract; and do not accept goods or services without proper documentation.

- Allow plenty of time for planned expenditures to be appropriately authorized by OP. Begin processes well in advance of the end the term of an existing contract, to avoid a lapse in service.
- If you need to use your Government Purchase Card while traveling, plan ahead and select only vendors who accept credit cards.
- Ensure suppliers know the contracting officer is the only person authorized to commit Government resources.
- If you have received services or goods that were not properly procured, take steps to remedy the situation, such as canceling the service or returning the goods, informing your supervisor and contacting OP's Joseph Janus, 757.864-2412, joseph.p.janus@nasa.gov or Deborah Ford, 757.864.1771, deborah.l.ford@nasa.gov. More information can also be found on the OP's Outreach webpage at <http://opoutreach.larc.nasa.gov/>.

Remember, the ratification process is intentionally burdensome and perhaps even humbling in an effort to discourage "serial ratifications" and encourage the use of appropriate procurement methods. Although civil servants often enter into UACs with the Government's best interests in mind, controls need to be in place to prevent misuse of taxpayer funds.

NASA Property Loan Agreements

Is it okay for NASA employees to loan out NASA equipment? In your individual capacity, no. However, for the right reasons and with appropriate coordination and documentation, the Center can enter into property loan agreements. In fact, LaRC enters into over 100 Property Loan Agreements every year.

Loans of NASA equipment are specifically authorized in The National Aeronautics and Space Act (51 U.S.C. § 20101 et. seq.) and NASA Policy Directive 4200.1B. Loans are frequently made to universities, museums, corporations, and other government agencies. The loan must be in the public interest and meet the following criteria: (1) the loan must be of a definite duration not exceeding one year; (2) it must benefit the Federal Government; (3) the borrower must acquire no rights to the equipment; (4) the equipment must not be modified; (5) the Office of Chief Counsel must review and concur in the loan; and (6) the Supply and Equipment Management Officer (SEMO) must approve the loan. Large and really cool NASA assets such as moon rocks, space capsules, and cosmic dust require additional approvals from NASA Headquarters.

If someone external to NASA asks to use or borrow NASA equipment, refer the request to the LaRC SEMO. SEMO will work with the person accountable for that piece of equipment to draft a loan justification. That justification memo must explain why the loan is being made, how it

benefits NASA, and certify that release of the equipment will not adversely affect LaRC requirements. The justification memo generally says NASA has no immediate need for the property and can spare it for now. Depending on circumstances, other certifications may also be required in the memo. The SEMO and our office will help with that.

After the justification memo is received, the SEMO prepares a NASA Property Loan Agreement with the assistance of the NASA equipment user/custodian. These are formal agreements with mandatory clauses to protect the interests of NASA. Those clauses include provisions about costs of shipping, liability for loss or damage, termination rights, indemnification, warranties, and conditions on use. A complete and accurate description of the property is required as part of the Agreement, including the NASA equipment control number (ECN). Loans to foreign entities require approval of NASA Headquarters and coordination with the Office of International and Interagency Relations. Property Loan Agreements cannot exceed one year. Nevertheless, Agreements can be amended to extend the term prior to the one-year expiration date if necessary. A new justification memo must be prepared explaining the need for the extension. In addition, the borrower must complete and document an inventory and accounting of the status of the property each time the Property Loan Agreement is modified.

LaRC does not charge a fee to outside entities for using NASA equipment. NASA is not in the equipment rental business. We have no legal authority to rent our equipment and, even if we did, the money would go to the United States general treasury rather than to NASA, LaRC, or any particular LaRC program. Similarly, if the property is excess property (i.e., we no longer have a need for the equipment) we should take action to legally divest ourselves of it through the property disposal process. Rather than loan it out, we should get it off our books once and forever. Again, any loan of NASA equipment must be tied to a mission benefit (which does not include making money for our program).

Property Loan Agreements are not used to share data. Data is considered information. Data can't be "loaned" as that legal concept is applied. Instead of a Property Loan Agreement, we use Space Act Agreements to allow outside organizations the use our data in appropriate circumstances. Space Act Agreements involve a completely different process than Property Loan Agreements. Also, Government Furnished Equipment (GFE) under a contract is something very different from a property loan. The two concepts should not be confused. GFE is provided to a Contractor under the terms of a contract, executed by a warranted contracting officer, to enable that Contractor to perform specified work for the Government using that equipment.

What happens when the shoe is on the other foot...if NASA can loan equipment out may we likewise borrow equipment from other agencies, universities, and corporations? Yes, it is legal to do so. To borrow property, NPR 4200.IG requires a formal Property Loan Agreement signed by the SEMO and reviewed by the Office of Chief Counsel, just as when we loan property. Some precautions are required when we borrow. An employee who borrows third party equipment without an executed Property Loan Agreement can be held personally responsible for the costs of shipping the property or, even worse, for the costs of damage or loss. Also, loans to NASA cannot give rise to an obligation on the part of NASA to pay any charge or rental. Further, borrowing cannot be used as a way to procure property on a non-competitive basis. In

other words, somebody can't let us use a free widget for a year just to pave the way for a sole-source contract.

If you have any questions or concerns about Property Loan Agreements, feel free to contact Eric Rissling, Office of the Chief Counsel, 4-7295, or Richard De Jesus, Property Loan Agreements Officer, 4-6037.

PERSONNEL POINTS

SELECTION PANELS: REQUIREMENTS AND BEST PRACTICES

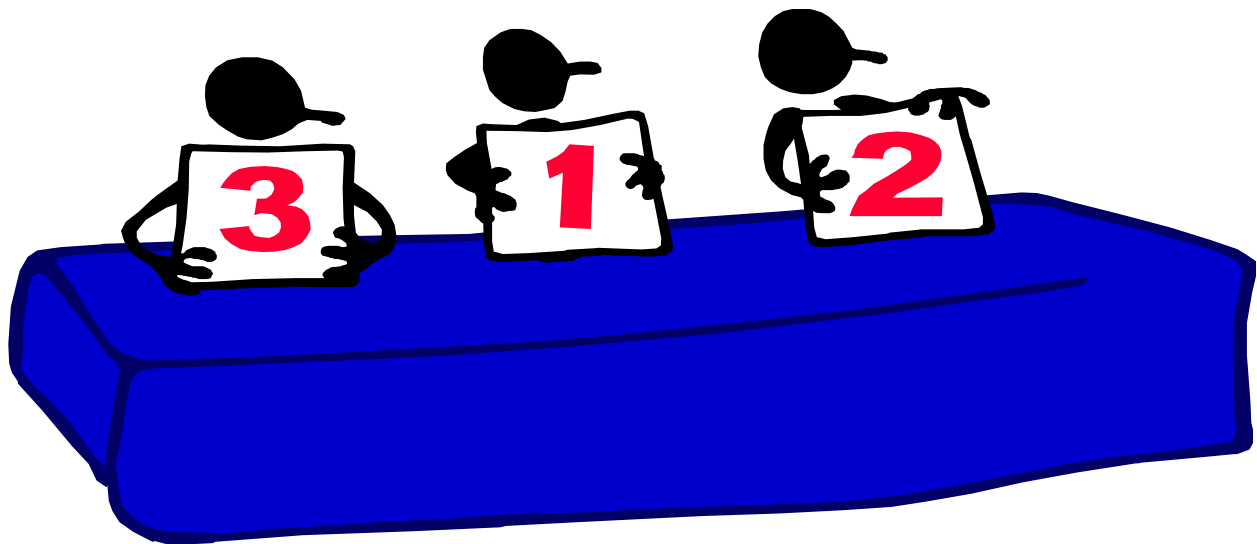
So you've been asked to be a panel member in selecting a candidate for a vacant position, either an outside hire or a promotion. What are the legal requirements? How do you protect the agency in the case of litigation and be able to defend the process of selection as well as the ultimate hire? As a threshold matter, all selecting officials and panel members (in fact, all federal employees) must comply with the Merit Systems Principles found at 5 U.S.C. § 2301 (b) and avoid committing a Prohibited Personnel Practice (5 U.S.C. § 2302(b).) The focus of this article is demonstrating compliance with procedural safeguards, which can stand up to scrutiny in case of a complaint.

Non-selection/promotion is one of the most litigated issues in federal employment. The mere fact of non-selection or non-promotion is not appealable. However, if alleged to be because of discrimination on various bases, it is. Most litigation in this area is in the EEO complaint process (bases of race, color, national origin, religion, age, disability, genetic information, or gender) or a VEOA (Veterans Employment Opportunities Act) complaint beginning with the Department of Labor and adjudicated by the Merit Systems Protection Board (MSPB.) Less common are allegations of non-promotion or non-selection on the basis of whistleblower reprisal, which begins as a complaint to the Office of Special Counsel. Employees can also file grievances if their bargaining agreement or administrative grievance procedure allows; union grievances can go outside the agency to the arbitration process. Just looking at the EEO complaint process, NASA's No Fear Act data shows that in 2011 there were 11 cases out of 35 involving non-selection or non-promotion for EEO bases, and in 2012 there were 8 out of 39. (See the full report at: http://odeo.hq.nasa.gov/nofear/Agencywide_2013_1st_Quarter_Report.htm.) While this is not a huge number of complaints, the remedy for liability is steep: removal of the selectee and placement of the complainant-employee into the position with back pay and benefits as of the date of the selection.

When the agency articulates its reasons for choosing the candidate it selected, usually through testimony of the selecting official and panel members, the employee-candidate often argues

that they are more qualified for the job and that the agency officials are not credible. Often the case turns on allegations that there were inconsistencies in the selection process or procedural irregularities. A frequent allegation in administrative litigation is that one panel member manipulated the others into not selecting the complainant, usually by sharing false information or non-job-related information. Interview questions can be pointed to as focusing on irrelevant inquiries or being different for different candidates.

There are actually few legal requirements of a panel. For example, it is a common misconception that interviews must be conducted by the panel. However, NASA does not require interviews as a rule. (NPR 3335.1H, 3.12.) One very important legal requirement is that under EEOC's regulation at 29 C.F.R. § 1602.14, agencies are required to maintain records pertaining to selections and promotions for a period of one year from the creation of the record or the personnel action itself, whichever comes later. This includes interview notes. Panel members should know that while the staffing and recruitment branch automatically archive the majority of these records, they do not typically request management notes or interview notes, so panel members and selecting officials need to decide how those will be retained. EEOC will draw an adverse inference against the agency where interview notes are destroyed, often-giving credence to an employee's statement that they excelled in the interview or were the superior candidate or penalizing the agency by not allowing any testimony or evidence discussing that the complainant did poorly. As a result, this inference is all that is required to lose the case. So, it is critical that interview notes be maintained for one year.



Beyond the requirement to keep notes and make decisions based on legal motivations, there are no absolute rules but there are “best practices.”

1. Avoid specific conversations about a vacancy with likely candidates, either before it is announced or during the selection process. This seems obvious, but it is easy to get dragged into “water cooler” type conversation asking whether a job is “for” someone, what the “focus” of the job would be, what management is looking for. Potential applicants should be referred to the vacancy announcement when it comes out. Merits of various candidates should never be

discussed. While most panel members have the intent to do things right, it's easy to say more than you should. And—if there is any intent on the part of a panel member to pre-select a particular candidate or there are problems with impartiality, such as an apparent conflict of interest, or even the appearance of such—a panel member should dismiss themselves from the process and ask to be relieved. Do not jeopardize the selection.

2. Avoid conversations about candidates with fellow panel members or other managers outside of reviewing resumes and the interview process. A frequent allegation is that managers or panel members between themselves pre-decided on a particular candidate over a beer. While it is useless to undo conversations from years ago that a particular individual is a great employee, or a future leader, or management material, once a vacancy is contemplated be very careful about discussing the merits of candidates outside of the resume review process and the interview. Once the interview has taken place, the panel should be talking about the interview answers, not personal opinions or advocacy for a particular candidate that draws on information or opinion not in the interview notes or the resume. That information should come in the reference check process.

3. Ask for review of any non-technical questions in the interview process. OEOP, OHCM, or OCC is available to review interview questions. There are fewer dangerous questions here than in years past, when women would routinely be asked what their plans were regarding having children, or whether older employees could foster teamwork or commit to the organization given that they were eligible to retire, but sometimes a facially neutral question can be taken the wrong way. For example, there was a case in a defense agency where a candidate was asked about his feelings about social activities like picnics. Interview notes reflected his annoyance with the question and he relied on it to claim discrimination. At hearing, management explained that there were problems with turnover and was looking for someone who would stay in the organization for a longer period of time. Exiting employees had revealed that most of the employees in the organization were former military members who expected a lot of morale-building social activities such as picnics like they had on active duty and were disappointed because even though the organization shared space with military personnel, it was very businesslike. Obviously there would be simpler ways to convey the organization's work culture to the candidates other than asking an interview question that served only to arouse suspicion. While the agency won the case, the panel members had a lot of explaining to do at a hearing about the strange question rather than testifying about the relative strengths of the candidates based on their skills and experience.

4. For the reference check: take notes! Whether it is a panel member or a selecting official, when talking to an employee's current supervisor or reference, take notes. Reference conversations are rarely recalled later when the selecting official only retains a vague negative impression about the conversation. Employees who feel they should have gotten the job are often suspicious of what was said, particularly if the interview notes show that they got high marks.

Above all, the common sense recommendation is to be mindful of the need to keep the process fair and open to all the candidates. Work with your Human Resources specialists and the other

experts available to you. Use the selection process to evaluate the candidates, not as a hoop to jump through, even if there appears to be an “obvious” favorite. One person’s front-runner is another’s pre-selected favorite. Documenting the steps of the selection demonstrates integrity in the process and supports the selection, particularly for non-technical or lower-graded positions, where many candidates may be equally qualified.

More Personnel Points

Jury Duty and Serving as A Witness - Court Leave: Have Questions?

We Have Answers!

Your friendly postal service has just delivered a notice summoning you to jury duty. Or, you have just been notified that you are being called as a witness in a court case. This does not happen to you every day, so here is some guidance on how being a witness in court or serving as a juror relate to your official duties status and pay.

Jury Duty Q & A

Q: Do I have to use annual leave for jury duty?

A: No. A Federal employee called to jury duty is entitled to paid time off without charge to annual leave for service as a juror (5 U.S.C. §6322). Such an employee is, in fact, on what the Office of Personnel Management refers to as “**court leave**” during this period. An employee who is under proper summons from a court to serve on a jury should be granted court leave for the entire period, regardless of the number of hours per day or days per week, he or she actually serves on the jury during the period. Jury service for which an employee is entitled to court leave does not include periods when the employee is excused or discharged by the court, either for an indefinite period, subject to call by the court, or for a definite period in excess of one day. An employee who is on annual leave and is called for jury duty during that period is entitled to have otherwise proper court leave substituted for annual leave. A night-shift employee who performs jury duty during the day may be granted court leave for his or her regularly scheduled night tour of duty.

Q: How do I know if I'm eligible for "court leave"?

A: Permanent and temporary employees, and both full-time and part-time employees with a regular tour of duty, are entitled to court leave. Substitute, part-time or intermittent employees without a regular tour of duty are not typically entitled to court leave.

Q: How do I handle this with my supervisor?

A: An employee should notify his or her supervisor as far ahead of time as possible. If an employee is called for jury duty, the court order, subpoena, summons, or official request should be provided to the supervisor and, when necessary, the Office of Human Capital Management (OHCM). Employees granted court leave for jury duty are entitled to the same compensation they would otherwise have received, including any premium pay and differentials.

Q: May my supervisor request that I not perform jury duty at this time?

A: No. It is a civic responsibility of all employees to respond to calls for jury duty and other court service. Employees must not ignore a summons for either jury duty or to serve as a witness in a judicial proceeding.

Q: If I'm excused from jury duty in the middle of the day, should I go back to work?

A: An employee should return to work if excused by the court, unless the employee's supervisor determines the employee's return that day would be impractical. If an employee is excused early from jury duty, the employee should contact his or her supervisor for a determination on work status for the remainder of the workday. Failure to do so could result in a charge to absence without leave (AWOL), annual leave, or leave-without-pay for the excess time involved. When the employee returns to duty, he or she should provide official written evidence of attendance in court showing the dates and hours to support the appropriate recording of time and attendance for payroll purposes.

Q: The court clerk handed me a form that says I am entitled to a juror payment of \$30/day for my service. Can I keep that money?

A: According to 5 U.S.C. §5537, employees eligible for court leave may not receive "compensation" for jury duty or service as a witness in addition to their regular Federal compensation. However, this prohibition does not preclude allowing such employees to keep court-paid "expenses" or "out of pocket costs" such as mileage payments, meals, and lodging. It does, however, preclude payment of a fee/salary for jury service.

Q: How do I know whether the payment is mine to keep or must be reimbursed to my agency?

A: Often it is not clear from the paperwork an employee receives whether the “compensation” is in the nature of an “expense” reimbursement, which an employee may keep, or a fee or salary reimbursement, which an employee must pay back to NASA. State law sets the juror payment amount and will indicate the purpose of the payment. In Virginia, for example, the \$30 per day jurors receive is specifically described as reimbursement for travel and other “expenses” or “costs.” According to the Code of Virginia, § 17.1-618, “Every person summoned as a juror in a civil or criminal case shall be entitled to thirty dollars for each day of attendance upon the court for expenses of travel incident to jury service and other necessary and reasonable costs as the court may direct.” Where the payment is clearly designated by law to cover expenses, an employee may keep that money and is not required to reimburse it to NASA. On the other hand, if an employee is in a locale that provides reimbursement for “services as a juror,” the employee will be required to pay that money back via a check made out to the U.S. Treasury. This is because the employee is already in a pay status when he or she is on court leave, and is therefore statutorily prohibited by 5 U.S.C. §5537 from receiving such compensation.

Serving as a Witness

A Federal employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave. An employee is considered to be “performing official duty” during the period with respect to which he or she is summoned, or assigned by his or her agency, to: (1) testify or produce official records on behalf of the United States or the District of Columbia; or (2) testify in his/her official capacity or produce official records on behalf of a party other than the United States or the District of Columbia.

A slightly different situation arises when a Federal employee is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party, but that employee is not testifying “on behalf of” the United States. In such a case, the employee is not on official duty, but is instead entitled to court leave.

Finally, Federal employees are not entitled to court leave to serve as a witness in judicial proceedings between private individuals or companies. An employee must be on annual leave or leave without pay to serve as a witness in a proceeding not involving the Federal, state or local government as one of the parties. The employee is entitled in these circumstances to keep any fees and allowances paid. Employees are also not entitled to court leave to appear in court as a defendant.

Any questions or concerns about official duty status while serving jury duty or when called upon to serve as a witness or entitlement to reimbursement for such service should be directed to the Office of Chief Counsel at 864-3221 or the Office of Human Capital Management at 864-2554.

Intellectually Speaking



Planning to release software?

- to someone at another NASA Center?
 - to another Government Agency?
 - to a NASA contractor?
- to a Space Act Agreement partner?
 - to someone outside of NASA?

NPR 2210.1 "Release of NASA Software," and LaRC LMS-CP-1723 "Approval for Software Release" and LMS-CP-1724 "External Release of NASA Software" provide the procedures and responsibilities for software released by LaRC, and ensure that software is released according to law and NASA policies, with appropriate restrictions on the use and redistribution of the software. A "release" includes a release to another NASA Center, to a contractor, to another Government Agency, to a Space Act Agreement partner and to a non-Government entity. "Software" includes computer programs in both source and object code format. For further information regarding software release requirements and procedures, please contact Stuart Pendleton (LaRC's Center Releasing Authority) at extension 42943.

Congratulations to Inventors of Recently Issued U.S. Patents

| <u>Application Title</u> | <u>U.S. Patent Issue Date</u> | <u>Patent Number</u> | <u>Employer Name</u> | <u>First Name</u> | <u>Last Name</u> |
|--|-----------------------------------|--------------------------|---|---------------------|------------------|
| Apparatus and Method for Creating a Photonic Densely-Accumulated Ray- Point | 10/23/2012 | 8,294,989 | Science And Technology Corporation | Yeonjoon | Park |
| | | | NASA LaRC | Sang | Choi |
| | | | NASA LaRC | Glen | King |
| | | | NASA LaRC | James | Elliott |
| Method for Exfoliation of Hexagonal Boron Nitride | 11/6/2012 | 8,303,922 | Oak Ridge Associated Universities, Inc. | Yi | Lin |
| | | | NASA LaRC | John | Connell |
| Use of Beam Deflection to Control an Electron Beam Wire Deposition Process | 1/1/2013 | 8,344,281 | NASA LaRC | Karen | Taminger |
| | | | Vanderbilt University | William | Hofmeister |
| | | | NASA LaRC | Robert | Halfley |
| Method for Repairing Cracks in Structures | 1/8/2013 | 8,347,479 | NASA LaRC | Stephen | Smith |
| | | | NASA LaRC | John | Newman |
| | | | NASA LaRC | Robert | Piascik |
| | | | NASA LaRC | Edward | Glaessgen |
| Structural Health Monitoring System/Method Using Electroactive Polymer Fibers | 2/19/2013 | 8,378,659 | NASA LaRC | Lisa | Scott-Carnell |
| | | | NASA LaRC | Emilie | Siochi |
| Extreme Low Frequency Acoustic Measurement System | 3/19/2013 | 8,401,217 | NASA LaRC | Qamar | Shams |
| | | | NASA LaRC | Allan | Zuckerwar |
| Variably Transmittive, Electronically-Controlled Eyewear | 4/2/2013 | 8,411,214 | NASA LaRC | John | Chapman |
| | | | NASA LaRC | Louis | Glaab |
| | | | NASA LaRC | Timothy | Schott |
| | | | NASA LaRC | Charles | Howell |
| | | | NASA LaRC | Vincent | Fleck |
| Wireless Sensing System Using Open-Circuit, Electrically-Conductive Spiral-Trace Sensor | 4/30/2013 | 8,430,327 | NASA LaRC | Stanley | Woodard |
| | | | Swales Aerospace | (Bryant) Douglas | Taylor |

Welcome



Dacia Bruns joined the OCC's Business Law Team as an Attorney-Advisor in November 2012. Previously, she served as Assistant Counsel for Commander, Navy Region Europe, Africa, Southwest Asia (CNREURAFSWA), in Naples, Italy. CNREURAFSWA's area of responsibility includes installations in Italy, Spain, Greece, Djibouti, and Bahrain. Dacia worked primarily in the areas of fiscal law, international transactions, and civilian personnel law. Prior to joining civil service, Dacia was in private legal practice working primarily on business and real estate matters. Dacia received her B.A. in Political Science from Buena Vista University. In 2000, she interned at the White House Office of Intergovernmental Affairs. She received her J.D. from American University and is a member of the Minnesota and South Dakota bars.



Leila Garcia is a paralegal with experience working in intellectual property matters to include patent and trademark prosecution/IP litigation, copyrights, and domain name protection over the past decade. She is an enlisted legal administrator in the U.S. Marine Corps Reserve, and has a Bachelor's degree in Legal Studies, with an ABA approved paralegal certificate, both from Bay Path College, Longmeadow, MA. She is married, and has a daughter in college who is majoring in education.

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Humor

THREE WAYS TO GET SOMETHING DONE:

1. Do it yourself.
2. Hire someone to do it for you.
3. Forbid your kids to do it.

KLIPSTEIN'S FIRST LAW APPLIED TO GENERAL ENGINEERING:

A patent application will be preceded by a similar application submitted one week earlier by an independent worker.

KEYES'S FIRST AXIOM

Any quotation that can be ~~altered~~ changed will be.

YOUNG'S LAW:

All great discoveries are made by mistake

YOUNG'S COROLLARY:

The greater the funding, the longer it takes to make the mistake.

NEWTON'S LITTLE KNOWN SEVENTH LAW:

A bird in the hand is safer than one overhead.

MORE COURTROOM HUMOR:

Q: ...any suggestions as to what prevented this from being a murder trial instead of an attempted murder trial?

A: The victim lived.

Q: Are you qualified to give a urine sample?

A: Yes, I have been since early childhood.

Q: Did he pick the dog up by the ears?

A: No.

Q: What was he doing with the dog's ears?

A: Picking them up in the air.

Q: Where was the dog at this time?

A: Attached to the ears.